

Safearth Project Management Tool

Terms and Conditions

Thank You for your interest in the Safearth Project Management Tool.

SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED, a company duly incorporated under the Companies Act, 2013, with CIN no. U40300JH2017PTC010343, having its registered office at 4-L, Shree Gopal Complex, Court Road, Ranchi, Jharkhand - 834001 is a private limited company engaged in the business of renewable energy sources with a vision of changing the current ways of generation of electricity for a more sustainable future of our planet, aiming to deliver the most efficient and economic energy solutions, by acting as a advisor/facilitator/aggregator.

The Terms and Conditions mentioned here on in along with any other terms and policies as referred, referenced, included or incorporated by the way of reference hereof and as amended/modified from time to time, explain in detail the covenants/conditions applicable for the usage of/interaction with the Safearth Project Management Tool available on the URL: “<http://www.safearth.in>” (hereinafter referred to as “Company Website”) and/or any other associated or derived applications and/or websites managed by SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED, with respect to any and all access, usage, interaction, downloading and posting any content and likewise.

The Terms and Conditions mentioned here on in along with any other terms and policies as referred, referenced, included or incorporated by the way of reference hereof and as amended from time to time (Collectively “Terms” or “Terms of Use”), constitute a legally binding agreement from the Effective Date (the first date you click or check “I Agree/Accept”(or a similar button or checkbox)), governing your access to and the use of Safearth Project Management Tool available on the URL: “<http://www.safearth.in>” and/or any other associated or derived applications and/or websites managed by SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED. The aforementioned agreement here is between SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED (including the terms “Safearth”, “Safearth.in”, “we”, “us” and “our”) and you either individually or on behalf of your employer or any other entity (business or otherwise) which you represent.

PLEASE NOTE THAT IF YOU SIGN UP FOR THE SAFEARTH PROJECT MANAGEMENT TOOL ON BEHALF OF YOUR EMPLOYER OR ANY OTHER ENTITY YOU REPRESENT AND/OR BY USING AN EMAIL ADDRESS BELONGING TO YOUR EMPLOYER OR ANY OTHER ENTITY YOU REPRESENT, THEN

a) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY.

- b) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THE ENTITY YOU REPRESENT TO THE TERMS OF USE.
- c) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THE ENTITY YOU REPRESENT.

Kindly read in full and understand in detail the Terms of use carefully before accepting and/or interacting with the Safearth Project Management Tool in any manner. In the event you are accepting the terms and conditions on behalf of your employer or any other entity, you hereby represent and warrant that:

- a) you have full legal authority to bind your employer or such entity to these Terms;
- b) you have read and understood these Terms; and
- c) you agree to these Terms on behalf of the party that you represent.

If you don't have the legal authority to bind your employer or the applicable entity please do not click “I Agree/Accept” (or similar button or checkbox) that is presented to you.

By checking the checkbox (or similar button or checkbox) for acceptance of these terms and conditions you acknowledge that these terms and conditions are binding on you and you affirm and signify your consent to these terms and conditions. These Terms do not have to be signed in order to be binding. You indicate your assent/consent to these Terms by clicking “I Agree/Accept” (or similar button or checkbox) at the time you register for the Safearth Project Management Tool; you also indicate your assent/consent to these Terms by accessing or using Safearth Project Management Tool or any applicable product available without any charge in relation to the Safearth Project Management Tool.

SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED reserves the right to update and change the Terms from time to time without notice. Any new features, including the release of new tools and resources, shall be subject to the Terms as amended. Your continued use of the Safearth PMT or Platform after any such changes shall constitute your consent to such changes.

The current Terms and Conditions are being published in accordance with the provisions of the Information Technology Act, 2000, Information Technology (Intermediary Guidelines) Rules, 2011, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

If you do not understand or do not agree to comply with or be bound by the terms and conditions mentioned or lack the authority to bind your employer or the entity you represent, kindly do not accept the terms and conditions as mentioned or access or use the Safearth Project Management Tool or any related product and/or service.

1. DEFINITIONS

The terms below have the following meanings when used with regard to this document unless otherwise expressed:

- A. “Account Administrator” in reference to an account shall mean the person(s) having access to the Master ID along with the permission of overall use and supervision of the said account and the permissions to take the final decisions with respect to the registration, constitution and termination of the account.
- B. “Additional Access ID” in reference to an account shall mean the identity granted by Safearth to a person other than the Account Administrator of the account, for the purposes of accessing said account as per the limitations as may be decided by the Account Administrator, at the request of the Account Administrator.
- C. “Affiliate” shall mean an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% or the largest available ownership of the voting equity securities or other equivalent voting interests of the entity.
- D. “Authorized User” in reference to an account shall mean any individual person/user authorized or permitted by Safearth to access the Safearth PMT as available on the Safearth Platform via the corresponding account, at the request of the account administrator of the said account.
- E. “Company” or “Safearth” (which term shall deem to include “we”, “us” and “our”) shall mean Safearth Clean Technologies Private Limited.
- F. “Content” shall mean any text, graphic, image, music, software (excluding the Application), audio, video, information or any other material provided in any form or manner.
- G. “Customer Data” (which term shall deem to include “Your Data”, “User Data” and “User Content”) shall mean any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted, generated or otherwise made available to the Safearth PMT by you.
- H. “Effective Date” shall mean the first date when the user signifies his/her/its acceptance of the terms by clicking or checking the “I Agree/Accept” button or checkbox (or a similar button or checkbox), with the intention of being legally bound thereafter by the terms of use.
- I. “Governmental Approval” shall mean a permit, license, consent, approval, certificate, qualification, specification, exemption, registration or other authorisation including filing of a notification, report or assessment obtained or to be filed as the case may be as per the applicable Laws in India or otherwise with any governmental, semi-governmental, administrative, fiscal, quasi-judicial or judicial body or entity in India or otherwise.

- J.** “Governmental Authority” shall mean any governmental, judicial, quasi-judicial, legislative, executive, administrative or regulatory authority of any national, state or local government (including municipal governments), or any ministry, subdivision, agency, commission, office, court authority or instrumentality of such body, in India or abroad.
- K.** “Intellectual Property” shall mean collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired:
- i. patents, patent applications, patent disclosures, patent rights;
 - ii. rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations;
 - iii. rights in trademarks, trademark registrations, and applications thereof, trade names, service marks, service names, logos, or trade dress;
 - iv. rights relating to the protection of trade secrets and confidential information;
 - v. internet domain names, Internet and World Wide Web (WWW) URLs or addresses;
 - vi. all other intellectual, information or proprietary rights anywhere in the world including rights of privacy and publicity, rights to publish information and content in any media.
- L.** “Law” or “Laws” shall mean any statute, law, regulation, ordinance, rule, court order, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this agreement or thereafter.
- M.** “Liabilities” shall mean with respect to any person any direct or indirect liability, indebtedness, obligation, expense, deficiency, guaranty or endorsement of or by such person of any type, known or unknown, and whether accrued, absolute, contingent, matured or not, otherwise due or to become due.
- N.** “Losses” shall mean any and all losses, liabilities, claims, damages, write downs, reductions in value (including reduction in the value of the sale shares), costs (including costs of any assessment, investigation, defence, settlement or proceedings in respect of tax or any other legal proceedings), expenses (including reasonable legal costs and attorneys' fees) or other obligations.
- O.** “Master ID” shall mean the identity granted by Safearth to the first person registering an account for the purposes of accessing the Safearth PMT through that account along with the permissions to take final decisions with respect to the registration, constitution and termination of the said account.
- P.** “Payment Method” shall mean the method of payment used by the user in order to pay any fee or charge as applicable on the website, or any of the associated/derived websites or applications.

- Q.** “Platform” of “Safearth Platform” or “Company Platform” shall include the website, and any other related domain used by Safearth to provide the Safearth Project Management Tool to the users.
- R.** “Project management Tool” (hereinafter referred to as PMT) or the Safearth Project Management Tool or Safearth PMT or any other name or designation as allotted by Safearth to the said tool in any form from time to time, shall mean the cloud based tool that has been developed by Safearth to aid and assist the entities involved in the Solar Power/Energy Business to better manage their solar projects by simplifying and automating a number of aspects of the entire project management cycle.
- S.** “Tax” or “Taxes” shall mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), service tax, or any other levy that Safearth may be required by law to collect and remit to governmental agencies, and shall include other similar municipal, state, central and national indirect or other taxes or withholdings and personal or corporate income taxes.
- T.** “Terms” or “Terms of Use” shall mean the Terms and Conditions mentioned here on in along with any other terms, conditions and policies as referred, referenced, included or incorporated by the way of reference hereof and as amended from time to time.
- U.** “Third Parties” refer to any person, natural or legal apart from the User, authorized users and Safearth.
- V.** “Website” or “Safearth Website” or “Company Website” shall mean and refer to www.safearth.in created and owned exclusively by Safearth Clean Technologies Private Limited and shall include all the other associated or derived websites and micro websites.
- W.** “You”, “Your”, “Yourself”, “Customer” and “User” shall include all the natural and legal persons (in both individual capacity or on behalf of an employer or other entity) who use, access, interact or avail the benefit of the Safearth Project Management Tool or any related/connected services directly or indirectly or on whose behalf the same is being done by their agent, representative, consultant or employee.

2. ARRANGEMENT

- A.** Your access/usage/continued usage of the Safearth PMT, any associated website or application in any form/manner shall explicitly imply that you agree to the terms of use as applicable, stated in the present document as well as any other document applicable to the service of your choice, and therefore the usage/continued usage of the Safearth PMT or any associated website or application shall legally bind both the parties i.e. “You/User” and “Safearth” by the present document as well as any other document applicable.
- B.** The Safearth PMT owned exclusively by Safearth has been specifically designed and developed by Safearth to aid and assist the entities involved in the Solar Power/Energy Business to better manage their solar projects. It is a cloud-based tool that simplifies and

automates a number of aspects of the entire project management cycle. It allows the vendors to follow and define a standard operating procedure for their solar project and ensures that all projects that they undertake follow the same set of guidelines.

- C.** In the event you wish or choose to access or use the abovementioned Safearth PMT you shall submit the required details as mentioned on the Safearth Platform and thereafter choose one of the plans as made available or communicated by Safearth as against the details submitted. Thereafter you shall raise a purchase order to Safearth as per the format provided and pay the applicable fees in order to avail complete access to the Safearth PMT and in reciprocation Safearth shall provide you with a limited and non-transferable license to use the Safearth PMT as per the parameters of the plan selected by you.
- D.** You agree and acknowledge that Safearth shall have the right at any point of time in the future to add, modify, change or discontinue any aspect, functionality or feature of the Safearth PMT or any other related tool at Safearth's own discretion and without further notice, including, but not limited to, the user content, hours of availability and equipment needed for access or use. Further, Safearth may discontinue disseminating any portion of information or category of information, may discontinue any related service, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.
- E.** In addition to the Terms and Conditions as enunciated in the present document, you shall read and understand the privacy policy and any other document as applicable in the usage of Safearth PMT, as the aforementioned documents shall govern the relationship between you and Safearth whether legal, transactional or otherwise. In the event of any usage or continuous usage of the Safearth PMT by you, it shall be implied that you have read and understood the terms and conditions, the privacy policy and any other document as applicable and you have thereafter agreed to them and accepted the aforementioned documents as legally binding on you.
- F.** The terms and conditions as enunciated in the present document are subject to change without prior notification as per business, legal or other necessity and as such the amended document shall be applicable to all the transactions under the present document from the date and time they are uploaded on the platform. You shall check and be updated on the terms and conditions as applicable from time to time. Safearth bears no responsibility or liability in case any change to the present document is ignored by any user.
- G.** You hereby agree and accept that, by access/usage or continued usage of the Safearth PMT, you have read and understood the terms and conditions, privacy policy and other document as applicable and are desirous to be legally bound by the same.

- H.** You hereby acknowledge that your purchase of the Safearth PMT is on an “as is” basis and is not contingent on any future release of any functionality or feature, including without limitation, the continuance of a certain Service beyond its current Subscription Term or any Third Party Services, or dependent on any advertisement or comments we make, orally or in writing, regarding any future functionality or feature.
- I.** We reserve the right to temporarily suspend or permanently cancel your account at our sole discretion, provided we have an apprehension or a reason to believe that the you and/or any of your users, have misused the Safearth PMT or otherwise misappropriated the Safearth PMT by using it in an excessive manner compared to the anticipated standard use. Alternatively, we may impose additional restrictions as for the upload, storage, download and use of the Safearth PMT, including, without limitation, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.
- J.** Safearth reserves the right to refuse access to the Safearth PMT, terminate Accounts, remove or edit contents without any notice to you, especially if it may prove to be detrimental to the reputation, goodwill and competitiveness of Safearth or the interests (Business or otherwise) of Safearth or any applicable laws whatsoever.

3. ELIGIBILITY

- A.** Persons “incompetent to contract” as stated in the Indian Contract Act, 1872 including minors, person of unsound mind etc. shall not eligible to use or access the Safearth PMT.
- B.** The Safearth PMT and Safearth Platform is intended for individuals above 18 years of age only.
- C.** Safearth reserves the right to request proof of age at any stage for the purposes of compliance of this section.
- D.** Safearth reserves the right to terminate or refuse your registration, or refuse to permit access to the Platform, if it is discovered or brought to its notice that you are in violation of the above.

4. ACCOUNT REGISTRATION AND ADMINISTRATION

- A.** In order to use/access/purchase the Safearth PMT, you shall register yourself with the platform either individually or on behalf of your employer or any other entity that you represent, by providing the required details including but not limited to your basic information, a username and password (as per the guidelines given and applicable) for the purposes of your identification, login and creation of account. The details entered by you at the time of registration as well as any afterwards shall be true, accurate, complete, current and correct. In the event of any change in the aforementioned, you are required to notify Safearth immediately so that the same can be updated.
- B.** The first user to register on the Safearth PMT shall be treated as the administrator for the said account and shall be assigned a Master ID for the overall use and supervision of the said account along with the permissions to take the final decisions with respect to the registration, constitution and termination of the said account. In the event any change with respect to the aforementioned is required, the same shall be communicated to Safearth. The Account Administrator shall have the permissions to:
- i. change the account administrator;
 - ii. add a maximum number of additional Account administrators as permitted by the plan subscribed;
 - iii. control other users' use of the Account;
 - iv. purchase, upgrade or downgrade the Subscription Plan;
 - v. create, monitor or modify users' actions and permissions;
 - vi. manage the access to, control, remove or otherwise change, all or part of the Project Data.
- C.** The Account Administrator shall thereafter request (if required) in writing to Safearth to grant additional access IDs as required for his/her/its team or anyone else to access the Safearth PMT through the said account. The additional access IDs (number of additional access IDs either predetermined or additional available as per the terms of use and charges applicable) as requested may be granted by Safearth, subject to the fulfillment of the payment and other conditions applicable as per the company policy. Any unauthorized access to the said account in any manner may lead to termination or suspension of the account.
- D.** You hereby specifically agree that any of the IDs whether Master ID or additional access IDs as granted by Safearth are intended for the sole usage of the person the ID is assigned to and not interchangeable. In the event Safearth has an apprehension or any reason to believe that any of the IDs have been accessed by any person to whom the ID was not assigned by Safearth, Safearth shall have full authority to either suspend or terminate the said ID or the complete account itself at Safearth's sole discretion. In the event any change/modification is

required in the access of a particular ID (whether Master or Additional Access), the same shall be duly notified to Safearth at info@safearth.in and a written approval shall thereafter be received for the same from Safearth before any such change is implemented. The aforementioned approval for change/modification regarding the access of an ID shall remain at Safearth's sole discretion.

- E.** You shall be solely responsible for protecting the confidentiality and security of the usernames and passwords of your account, master ID or the additional access IDs (as the case maybe) and any activity under the account via any such ID will be deemed to have been done by you including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the Safearth PMT.
- F.** Safearth shall operate under the assumption that any communications we receive under your Account have been made by you. You shall be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or your employer or the entity you represent (as the case maybe) or any other User or third party on your behalf and the same shall be directly recoverable from you along with the costs and expenses incurred.
- G.** You hereby agree that you shall not provide access to your account, or convey your username and password or any other like information such as mobile One Time Password (OTP) etc. to a third party, except with prior express written permission of Safearth.
- H.** You hereby acknowledge that any action taken by any user (authorized or otherwise) of your account is deemed to be treated as an action authorized by you, hence you shall have no claim against Safearth in this regard.
- I.** Safearth may at your request create a management access or account within your account as created on Safearth PMT in order to help/assist you understand and use the Safearth PMT in detail and avail all the benefits offered. Safearth may at your request assist you as required at any stage of your project from creation of the project to finalization and final settlements.
- J.** In the event you provide us with any false or inaccurate details or Safearth has a reasonable ground to believe that any false or inaccurate information has been furnished by you, we reserve the right to permanently suspend your account without any notice.
- K.** In the event Safearth has an apprehension/reason to believe that you are misappropriating the Company's resources in any manner, whether by violation of the aforementioned clauses or otherwise, we hold/reserve the right to permanently terminate or temporarily suspend your account without any notice.

- L. You hereby undertake that any breach of security, breach of terms of use or unauthorized use or access of your account shall be immediately notified to Safearth at info@safearth.in. In such an event Safearth shall make the best efforts to cure the breach; however Safearth shall not be liable or responsible to you for any such breach or its consequences.
- M. Any information collected by the platform at the time of registration including Personal Identifiable Information such as Name of the user, Date of birth, Gender, Demographic information, E-mail address, Contact number, Banking details, Geographic location, Mailing address and any other information shall be handled in consonance with the Privacy Policy of the platform. The Privacy Policy is hereby deemed to have been incorporated in the present document by the way of reference.

5. LICENSE AND ACCESS

- A. Safearth shall grant you a limited, non-exclusive and non-transferable license to access the Safearth PMT only for your personal use and for the use of the authorized users as permitted by Safearth. The aforementioned limited license shall not include any right to modify any parameters of the Safearth PMT or any other related information, or any portion of it, except with prior express written authorization from Safearth. Such limited license does not include/permit any resale or commercial use of the Safearth PMT or any of its contents; any collection or listings, descriptions, or prices; any derivative use of the Safearth PMT or its contents; any downloading or copying of information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. Any portion of the Safearth PMT or any project there on shall not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Safearth.
- B. You shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information including technical know-how, source code of Safearth PMT, images, text, page layout, form or any other similar information of the Safearth PMT or of Safearth Platform or of Safearth or its affiliates without the express written consent of Safearth. You may not use any meta-tags or any other “hidden text” utilizing the Safearth’s name or trademarks without the express written consent of Safearth. You shall not attempt to gain unauthorized access to any portion or feature of the Safearth PMT, Safearth Platform or any other systems or networks connected thereof or to any server, computer, network, or to any of the services offered on or through the Safearth PMT or Safearth Platform, by hacking, ‘password mining’ or any other illegitimate means.

- C. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Safearth PMT in a manner that sends more request messages to Safearth’s servers in a given period of time than a human can reasonably produce in the same period by using conventional software. Safearth reserves the right to revoke these exceptions either generally or in specific cases at any time with or without providing any notice in this regard. You agree not to collect or harvest any personally identifiable information, including account names, from the Safearth Platform, nor to use the communication systems provided by the Safearth Platform (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Safearth Platform with respect to User Data or otherwise.
- D. You hereby agree not to use the platform in any way other than your own personal use, including but not limited to commercial or access by multiple users in any manner, without prior express written authorization from Safearth.
- E. You hereby undertake that except as expressly permitted in these Terms, you shall not, and shall not allow an Authorized User or any third party to:
- i. give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Safearth PMT or the Safearth Platform to any third party, including, but not limited to your affiliates;
 - ii. circumvent, disable or otherwise interfere with security-related features of the Safearth PMT or the Safearth Platform or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Safearth PMT or the Safearth Platform or the User Data therein;
 - iii. reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of the Safearth PMT or the Safearth Platform, or any components thereof;
 - iv. copy, modify, translate, patch, improve, alter, change or create any derivative works of the Safearth PMT or the Safearth Platform, or any part thereof;
 - v. take any action that imposes or may impose an unreasonable or disproportionately large load on the the Safearth PMT or the Safearth Platform infrastructure or infrastructure which supports the Safearth PMT or the Safearth Platform;
 - vi. interfere or attempt to interfere with the integrity or proper working of the Safearth PMT or the Safearth Platform, or any related activities;
 - vii. remove, deface, obscure, or alter the Safearth PMT or the Safearth Platform or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Safearth PMT or the Safearth Platform, or use or display logos of the Safearth PMT or the Safearth Platform without Safearth’s prior express written approval;

- viii. use the Safearth PMT or the Safearth Platform for competitive purposes, including to develop or enhance a competing service or product; or
- ix. encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

F. You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information which:

- i. belongs to another person and to which you do not have any right;
- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- iii. harms minors in any way;
- iv. infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- v. violates any law(s) including without limitation any law(s) of India for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages;
- vii. communicates any information which is grossly offensive or menacing in nature;
- viii. impersonates another person;
- ix. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- x. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or
- xi. is misleading or known to be false in any way.

G. You agree to receive installs and updates from time to time from Safearth. These updates are designed to improve, enhance and further develop the Safearth PMT and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and hereby permit Safearth to deliver these to you) as part of your use of the Safearth PMT.

H. In the event Safearth has an apprehension/reason to believe that you are misappropriating the Company's resources in any manner, whether by violation of the aforementioned clauses or otherwise, we hold/reserve the right to permanently terminate or temporarily suspend your account without any notice.

- I. Safearth reserves at its sole discretion the right to discontinue any aspect/feature of the Safearth PMT at any time with or without notice.

6. SUBSCRIPTION

- A. **Subscription Procedure:** Once the information as required is submitted by you, a Company Personnel assigned by Safearth shall contact you regarding your needs and specifications and shall communicate all the available and applicable plans along with the necessary details, from which you can choose as per your convenience, including but not limited to annual subscription, monthly subscription or project based subscription. Thereafter a format for placing a purchase order shall be provided to you by Safearth containing the particulars of your subscription plan including but not limited to description of your plan, duration, fee applicable and such other details as specified by Safearth from time to time. The format and the fee applicable shall be deposited to Safearth in the specified manner signifying your acceptance to the specified subscription plan and the terms of use in order to avail the complete benefits of the Safearth PMT.
- B. **Subscription Plans:** You or any user may be given one or more than one options with respect to the subscription plans as per the Company Policy and your needs, usage and specifications which may include without limitation annual subscription, monthly subscription or a project based subscription. The plans are offered on an independent basis for every user as per his/her/its needs and shall not be subject to any other transaction or arrangement that Safearth may have entered at any point of time with any individual or entity.
- C. **Subscription Term:** The Safearth PMT shall be provided on a subscription basis for the term as specified in the Purchase Order raised by you, in accordance with the respective subscription plan purchased. The term may be renewed on an annual, monthly or project wise basis as per the plan purchased by the user, subject to the approval of Safearth and in consonance with the company policy.
- D. **Subscription Fees:** In lieu of the Safearth PMT being made available to you (except for Demonstration (if applicable)), you shall pay us the specified fees for the Subscription, as set forth in the applicable Purchase Order in consonance with the terms and conditions as mentioned therein(if any). The Subscription Fees as specified are non-cancelable and non-refundable. In the event of default of payment of the Fees after the due date, we may, at our sole discretion temporarily suspend or permanently terminate the corresponding account, without any notice.
- E. **Subscription Upgrade:** In the event you want to upgrade your subscription in order to get additional features or services (if applicable) as provided by Safearth PMT or Safearth

otherwise, or in order to add more additional access users than predetermined by the way of Purchase order, you may upgrade your subscription plan to a better plan as offered by Safearth. The latter plan may or may not be accommodated in the already existing purchase order, hence as per the requirement you may be required to raise a new purchase order as per the company policy. The enhanced fee payable in the event of an upgrade shall stand payable from the date of such upgrade has been applied to your account by Safearth for the rest of the term of your subscription or as specified in the later purchase order (if any) for the upgraded subscription.

- F. Per User Plan:** In the event you want to increase the number of authorized users more than as specified in the purchase order, upon your written request, if possible, Safearth shall offer you a plan for the same, including but not limited to on a per user/month, a per user/year or a per user/project basis as per your convenience and the Company Policy applicable.
- G. Subscription Renewal:** As and when the term as decided in the Purchase Order comes to an end, you may be given an option to renew your subscription plan without any change at the Company's sole discretion. Safearth reserves the right to add, remove, change, amend or modify any of the parameters of a subscription plan at the time of its renewal which if done, shall be considered as an independent transaction and from there on in the subscription plan shall be renewed on the basis of such new parameters.
- H. Safearth reserves the right to offer any Subscription Plan to any of its user at a different or particular price and/or impose any additional restrictions or limitations on any of the parameters of Safearth PMT including without limitation network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, download time, etc., at Safearth's sole discretion, without assigning any reasons whatsoever.**

7. CUSTOMER/USER/YOUR DATA

- A. You retain all rights, title, interests in all the data (Customer/User Data) as shared by you to us by your use of Safearth PMT. Subject to these Terms, you grant us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display your data, solely for the purpose of reformatting the said data in order to enable us to provide derivatives as required in our industry, which may prove to be beneficial to the industry as a whole. For the purpose of full clarification and disclosure, it is hereby clarified that the data as entered or generated by you shall be utilized by us to perform detailed analytics using Artificial Intelligence and Machine Learning and the results thereby (not the raw data itself) shall be communicated or shared with you and our vendors/users in order to aid your and their decision making.**

- B.** The above mentioned license shall also include the use of the above mentioned information in order:-
- i. to maintain and provide you the benefits of Safearth PMT in the most efficient and beneficial manner;
 - ii. to prevent and address technical or security issues, enhance security standards and resolve any difficulties or fulfill any requests;
 - iii. to investigate in the event of a complaint alleging, that such Customer Data is in violation of these Terms or any law applicable;
 - iv. to comply with a valid legal summon, request, or other lawful or customary process; and
 - v. to fulfill any other purpose as communicated by you.
- C.** You hereby represent and warrant that you either own or have obtained all the required rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Data that you submit, post or display on the Safearth PMT.
- D.** You hereby represent and warrant that the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not
- i. infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party;
 - ii. violate any applicable local, state, national and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation;
 - iii. violate any of your or third party's policies and terms governing the Customer Data.
- E.** Any information which does not enable identification of an individual, such as aggregated and analytics information, or which is not procured or provided by you but is a result of the processes of Safearth PMT shall exclusively belong to Safearth.
- F.** It is hereby specifically stated that other than our security and data protection obligations expressly set forth in this document and our Privacy Policy, we assume no responsibility or liability for any Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Safearth shall not monitor and/or moderate the Customer Data except as per the Company Policy and there shall be no claim against Safearth of not acting so.

8. THIRD PARTY CONTENT

- A.** You understand that when using the Safearth Platform, you may be exposed to User Content from variety of sources and by different Users, and that Safearth shall under no circumstance be held responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Safearth with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Safearth, its directors, employees, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Safearth Platform.
- B.** The Safearth Platform may include or contain links to any third-party websites that may or may not be owned or controlled by Safearth. Safearth has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Safearth will not and cannot censor or edit the content of any third-party site. By using the Safearth Platform, you expressly relieve Safearth from any and all liability arising from your use of any third-party website or services. However, we recommend that before you use any third-party services or website you read and understand the terms and conditions and privacy policy of each such website that you visit.

9. PRIVACY AND SECURITY

- A.** Your privacy is important to us. You should refer to our Privacy Policy, which is incorporated herein by the way of reference, with respect to the disclosure, collection, storage, usage and protection of your personal information during the course of your interaction with the Safearth PMT and Safearth Platform.
- B.** We take the security of your information seriously and use appropriate technical and organizational measures as per the industry standards to protect your information and data against unauthorized or unlawful processing and against accidental loss, destruction or damage.
- C.** Transactions on the Website are secure and protected. Any information entered by you when transacting on the Website is encrypted to protect you against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company or the Company Platform in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle

the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

- D.** Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal and project data and information, we cannot guarantee the security of your data which is transmitted to or from, or stored on the Safearth PMT, Safearth Platform or any related service. Any such transmission or storage is at your own risk.

10. COMMUNICATIONS

- A.** By visiting, interacting or using our platform you consent to receive communications from us using the details provided/communicated by you, subject to the Privacy Policy. You hereby agree to receive promotional communication and news letters from Safearth and its affiliates.
- B.** You may be contacted by our affiliate service providers under a contractual arrangement in order to facilitate our work and obligations to you.
- C.** You hereby agree that all documents including but not limited to, agreements, notices, disclosures, disclaimers, offers and other communications that are provided to you electronically shall satisfy any legal requirement, and shall be considered as communication in writing.

11. INTELLECTUAL PROPERTY RIGHTS (IPR)

- A.** The Safearth PMT and Safearth Platform, inclusive of materials, such as software, processes, application programming interface, user and visual interfaces, artwork, source code, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and service marks, any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “Safearth IP”), are the exclusive property of Safearth, and are protected by applicable copyright, patent, trademark and/or any other intellectual property laws as applicable. The design, structure, selection, coordination, expression, look, feel and arrangement of such content shall be under Safearth’s exclusive domain. As between you and Safearth, Safearth retains all right, title and interest, including all intellectual property rights in Safearth IP.

- B.** You hereby acknowledge that all Intellectual Property rights in any material provided to you by Safearth belongs to Safearth, none of which may be modified, reproduced, reposted or redistributed without prior express written consent from Safearth.
- C.** You hereby acknowledge Safearth's absolute and exclusive ownership of, interest in and rights to the Brand Name "Safearth", "Safearth PMT" and "Safearth Platform". Reproduction in whole or in part of the same is strictly prohibited unless done with an express written permission of Safearth.
- D.** You hereby undertake not to do anything to prejudice or damage the goodwill and reputation of the brand and brand name of Safearth. In the event you become aware of any infringement of Safearth's Intellectual Property by any other party trading with Intellectual Property similar or identical to Safearth's Intellectual Property, you shall immediately notify Safearth.
- E.** You hereby grant Safearth a royalty free and world-wide license to use your logo, other trademarks, any content or information including a right to creative derivative product of such content and information as belonging to the you to the extent of Safearth content of any kind, promotion on the Safearth Platform, identifying you as a Safearth customer and other sales and marketing materials.
- F.** Subject to the above mentioned terms and conditions, in the event you shall subscribe to Safearth PMT as per one of the plans provided by Safearth, Safearth shall grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Safearth PMT during the applicable Subscription Term, solely for your personal purposes.
- G.** You shall not acquire any right, title, or interest of any nature whatsoever in Safearth PMT or any other Safearth Intellectual Property.
- H.** Safearth shall retain sole ownership of all the Intellectual Property, know how (technical and otherwise) or other proprietary rights in the Safearth PMT and any other Safearth IP and Content as displayed and used on the Safearth PMT and Platform, and no right or interest is granted or shall be deemed to be granted regarding the aforementioned by Safearth in your favour.

12. CONFIDENTIALITY

- A.** In connection with the terms as mentioned in this document or referred otherwise each party ("Disclosing Party") may disclose to the other party ("Receiving Party") any sensitive, private business and proprietary information and data of the Disclosing Party, whether in writing, pictorially, in machine readable form, on compact disc, electronic mail, mail or

provided orally in connection with or during the course of this arrangement, including without limitation, any technical or financial information, any fee payable or paid to the Company, know-how, processes, ideas, technology, schematics, trade secrets, marketing information, intellectual property, supplier information, sales statistics, market intelligence, marketing and other business strategies and other commercial information of a confidential or proprietary nature or any other such non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, at any time during, before or after the effective date. For further clarification Customer/User/Your Data is regarded as Customer's Confidential Information; and the Safearth Platform and Safearth PMT, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials provided to you by us in connection with your evaluation or use of the same, shall be regarded as our Confidential Information.

B. The receiving party undertakes to the disclosing party:

- i. to keep confidential the disclosing party's Confidential Information and not to disclose the Confidential Information in whole or in part to any other person without the disclosing party's prior express written consent, except to the receiving party's employees, agents, consultants, sub-contractors and/or related parties involved in the project on a confidential and need to know basis and provided that such employees, agents, consultants, sub-contractors and/or related parties are bound by written agreements of confidentiality which are at least as stringent as the provisions of this document;
- ii. to use the Confidential Information solely in connection with the performance of the Arrangement as stated in this document and governed by the terms of use and the Purchase Order as raised accordingly, as well as any other rule, regulation or policy applicable.

C. Nothing shall restrict any party from disclosing Information for the following purposes:

- i. to the extent that such Information is in the public domain other than by breach of the terms and conditions as stipulated herein and in the Privacy Policy;
- ii. to the extent that such Information is required to be disclosed by any applicable Law or stated policies or required to be disclosed to any Governmental Authority under whose jurisdiction such party is subject or with whose instructions it is customary to comply;
- iii. to the extent that any such Information is later acquired by such party from a source not obligated to any other party hereto, or its Affiliates, to keep such Information confidential;

- iv. in so far as such disclosure is reasonably necessary to such party's employees, directors or professional advisers, provided that such party shall ensure that such employees, directors or professional advisers shall treat such Information as Confidential. For the avoidance of doubt it is clarified that disclosure of information to such employees, directors or professional advisers shall be permitted on a strictly "need-to-know basis";
- v. to the extent that any of such Information was previously known or already in the lawful possession of such party, prior to disclosure by any other party hereto; and
- vi. to the extent that any information, materially similar to the Information, shall have been independently developed by such party without reference to any Information furnished by any other party hereto;
- vii. if the disclosing party has given its prior written approval for the disclosure.

D. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to use the Disclosing Party's patents, inventions, copyrights, trademarks or trade secret/proprietary information.

E. All the personal/sensitive data/information shall be governed by the Privacy Policy of the Company Platform, which policy and its terms (including all amendments, modifications, reinstatements and substitutions) shall be deemed to be incorporated herein by way of reference.

F. In the event the Receiving Party comes to know of any misuse or wrongful disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek (with the cooperation and reasonable efforts of the Receiving Party) a protective order, injunctive relief, confidential treatment or other appropriate remedy.

G. Notwithstanding anything contained in this document, the Parties acknowledge and agree that the Confidential Information is the confidential and/or proprietary and/or trade secret information of the Disclosing Party and the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury to the Disclosing Party for which the Disclosing Party would have no adequate remedy at law. Therefore, the Disclosing Party shall have the right, in addition to any other rights it may have at law or in equity, to seek and obtain immediate injunctive relief in respect of any breach or potential breach of the terms as mentioned in this document or any other applicable document by the Receiving Party.

H. With respect to the Confidential Information furnished hereunder, the Disclosing Party does not make any warranty, guarantee, or representation, either express or implied, as to the adequacy, accuracy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from use thereof. The Disclosing Party shall not be

liable in damages, of whatever kind, as a result of the Receiving Party's use of, or reliance on, any Confidential Information furnished hereunder.

13. ACCOUNT TERMINATION/SUSPENSION

- A.** The terms along with the policies and regulations applicable as stated and referred shall be fully complied with by you and your authorized users from the effective date till the date of termination as per your subscription plan or till the time such plan is terminated earlier in accordance with the terms and conditions as stated herein.
- B.** Safearth reserves the right to permanently terminate or temporarily suspend any user account/access to the Safearth PMT, at any time, in the event:-
- i. The user breaches any of the terms and conditions as stated in the present document, in the Privacy Policy or any other policy, rule or regulation applicable;
 - ii. The user is found to be in violation of any applicable laws of the land;
 - iii. Safearth has an apprehension or reason to believe that the user is responsible in any manner for the infringement of the Intellectual Property Rights of any person (whether legal or natural);
 - iv. Safearth has an apprehension or reason to believe that the user is responsible for any damage or loss caused to the Company or the Company's business in any manner;
 - v. Safearth has an apprehension or reason to believe that the user is responsible for any disruption of the Safearth Platform's or the Safearth PMT's operation and handling;
 - vi. Safearth has an apprehension/reason to believe that the user has committed an act or omission which has resulted in an inappropriate, illegal or unlawful consequence.
- C.** We may terminate/suspend your access to the Safearth PMT or the Safearth Platform or require you to change your password if we have reason to believe that the Safearth PMT or the Safearth Platform have been or are likely to be misused, and we shall notify you accordingly. Any termination/suspension of your registration and/or Account on the Safearth PMT or the Safearth Platform will not in any manner affect any liability incurred by you previous to such termination/suspension.
- D.** Safearth reserves the right to decide whether User Data/Content violates these Terms and Conditions for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length or any other parameter that the Company deems fit from time to time.

- E.** Safearth shall be entitled to terminate your account without assigning any reasons whatsoever and without payment of any costs, charges or compensation in case Safearth has reason to believe that you have been acting in contradiction to Safearth's interests.
- F.** In the event any of the above-mentioned instance(s), Safearth reserves the right, in its sole discretion, to terminate or suspend the User's account with immediate effect. Upon suspension or termination of the User's account, User access shall be terminated/suspended immediately, and the User may in future not be able to access the said terminated/suspended account.
- G.** The User may terminate its Subscription to Safearth PMT through their account, whereby such termination shall not absolve the user of the subscription fee payable (if any due) as per the purchase order and the user shall not be entitled to a refund for any pre-paid Subscription Fees.
- H.** Effects of Termination:
- i. Upon early termination as per this section or expiration of these Terms, the user's subscription and all access and rights granted to the user in relation to the Safearth PMT shall stand terminated with immediate effect.
 - ii. It is the user's sole responsibility to export the User Data prior to such early termination or expiration.
 - iii. The user hereby acknowledges that in the event of early termination or expiration, we may at our sole discretion continue to store/host the user data or delete it permanently. The decision as such shall not be subject to appeal/dispute.
 - iv. Unless otherwise indicated, the termination or expiration of these Terms shall not relieve user from its/his/her obligation to pay any due Subscription Fees.

14. WARRANTY DISCLAIMER

- A.** WE DO NOT GUARANTEE, REPRESENT OR WARRANT, AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT YOUR USE OF OUR SERVICE PROVIDED THROUGH SAFEARTH PMT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE ANY SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF OR INABILITY TO USE THE SAFEARTH PMT OR ANY OTHER RELATED SERVICE IS AT YOUR SOLE RISK. THE SAFEARTH PMT

AND ALL RELATED SERVICES AND PRODUCTS DELIVERED TO YOU ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS FOR YOUR USE. WE ALONG WITH OUR DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS HEREBY DISCLAIM ALL THE REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF FUNCTIONALITY, TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

- B.** WE DO NOT GUARANTEE, REPRESENT OR WARRANT, AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT USER DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SAFEARTH PMT, SAFEARTH PLATFORM OR ANY OTHER RELATED SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE ALONG WITH OUR DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS OR OTHER DAMAGES THAT YOU OR YOUR/CUSTOMER DATA MAY ENCOUNTER.
- C.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT GUARANTEE, REPRESENT OR WARRANT, AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT ANY AND ALL SERVICES (OR ANY PORTION THEREOF) PROVIDED BY US THROUGH THE SAFEARTH PMT ARE COMPLETE, ACCURATE, OF CERTAIN QUALITY, RELIABLE, SUITABLE FOR/COMPATIBLE WITH ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS OR COMPLY WITH ANY LAWS APPLICABLE TO YOU. WE ALONG WITH OUR DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH ANY OF THE SERVICES BEING PROVIDED BY THE SAFEARTH PMT OR THE SAFEARTH PLATFORM.

15. LIMITATION OF LIABILITY

- A.** Under no circumstances, except in case of breach of terms of use, will either party be liable to the other party for lost profits, or for any indirect, incidental, consequential, special, punitive or exemplary damages arising from the subject matter of this document, regardless of the type of claim and whether or not that party has been advised of the possibility of such damages, such as, but not limited to loss of revenue, loss, profit, anticipated profits/savings, loss or damage of data, loss of goodwill, loss of business , reputation, revenue or goodwill, the failure of security measures and protections, unless such loss or damages is proven by the aggrieved party to have been deliberately caused by the other party.
- B.** In no event shall Safearth, its directors, partners, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be held liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Safearth PMT or any of the related service or products procured using the same, or for any other claim related in any way to your use of the Safearth PMT or any related service or product, including but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the aforementioned usage or any content (or product) posted, transmitted, or otherwise made available via the above, whether or not advised of their possibility.
- C.** In no event shall the total aggregate liability of Safearth, its directors, partners, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors under or otherwise in connection with the terms of use (including the Safearth PMT or Platform) exceed the total amount of fees paid by you (if any) in lieu of usage or access to the Safearth PMT during the twelve consecutive months immediately preceding the said event giving rise to such liability. This limitation of liability is cumulative and not per instance.
- D.** We understand that some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
- E.** Safearth shall not be held liable or responsible for any content or any defamatory, offensive or illegal conduct of any third party.
- F.** The Safearth Platform and Safearth PMT is offered and is owned and controlled by Safearth as per the applicable laws, rules and regulation in India. In the event you are not covered by

the aforesaid jurisdiction, use the platform at your own volition, we shall not be responsible for any non-compliance with any local law outside India.

16. ACCEPTANCE OF WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

By clicking on “I Agree/Accept” (or similar button or checkbox) or by your access/usage/continued usage of the Safearth PMT you hereby acknowledge, accept and confirm that the warranty disclaimers and limitations of liability contained in these Terms are agreed upon by you and you understand that such limitations and allocation of risks are commercially reasonable and suitable for our engagement hereunder, and both the parties i.e. you and us, have relied on these limitations and risk allocations in determining whether to enter these Terms.

17. INDEMNITY

- A.** You hereby agree to indemnify, defend and hold harmless, Safearth, its Affiliates and each of its respective directors, partners, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, as the case maybe (collectively referred to as “Indemnified Party/Parties”) from and against, any and all, damages, losses, liabilities, obligations, fines, penalties, levies, action, investigations, inquisitions, notices, suits, judgments, claims of any kind including third party claims, interests, governmental and statutory actions, costs, litigation and arbitral costs, taxes or expenses (including without limitation, reasonable attorney’s fees and expenses) (collectively referred to as “Loss”) suffered or incurred, directly or indirectly by any Indemnified Party as a result of:
- i. your use of and/or access to the Safearth PMT or Platform;
 - ii. your violation of any term of the Terms, Conditions and policies applicable hereunder;
 - iii. your violation of any third party right, including without limitation any copyright, property, or privacy right; any loss incurred by any Indemnified party;
 - iv. any negligence, fraud or wilful misconduct on your part, at any time
 - v. any claim that your Data/Content caused damage to a third party; or
 - vi. violation of any applicable laws.
- B.** The Company agrees to indemnify you in respect of all claims, losses and expenses arising out of any breach or default on the part of the Company in performing its obligations as per this document.

- C. The indemnification rights of the parties under these terms are independent of, and in addition to, such other rights and remedies as parties may have at Law or in Equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- D. The parties acknowledge and agree that any payments to be made pursuant to this section are not in the nature of a penalty but merely reasonable compensation for the loss that would be suffered, and therefore, each party waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertakes that it shall not raise any such claim or defence.

18. DISPUTE RESOLUTION

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims through this document shall be resolved through a two-step Alternate Dispute Resolution mechanism.

- A. **Mediation:** In case of a dispute, the matter shall first be attempted to be resolved by a sole mediator who shall be a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for sole mediator and in case both parties accept the proposed name, the said person shall be appointed as sole mediator. In any case the parties are not able to reach a consensus within two proposed mediators; Safearth reserves the right to decide who the final mediator is. The decision of the mediator is not binding on both parties; however the parties in good faith will attempt to bind by the decision.
- B. **Arbitration:** In case that mediation does not yield a result suitable or preferred by any one of the parties, arbitration may follow, the award of which is binding on both parties. There shall be a sole arbitrator appointed by a mutual consent of both the parties. Arbitration shall be held at New Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. If the dispute cannot be resolved by this two-step Alternate Dispute Resolution mechanism, it shall be referred to the courts at New Delhi, India.

19. GOVERNING LAW AND JURISDICTION

The Terms and Conditions are governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in New Delhi, India.

20. MISCELLANEOUS

A. Amendment and Modifications

Safearth may amend the name and designation of the Safearth PMT along with the Terms and Conditions and other Policies applicable to the Safearth PMT from time to time at its sole discretion. Your continued access or use of the Safearth PMT or any future name or designation allotted to it by Safearth or any of the related services constitutes your acceptance of such amendments and/or modifications. Your access and use of the Safearth PMT or any future name or designation allotted to it by Safearth or any other related services will be subject to the most current version of the Terms and Conditions and other policies posted on the Safearth Platform at the time of such use. Please regularly check the Safearth Platform to view the latest version of terms, conditions and policies applicable.

B. Assignment

These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Safearth, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Safearth PMT or Platform to a third party without your consent or without any prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized here under shall be null and void.

C. Contact Information

We make all best endeavours to provide you with a pleasant experience. In the unlikely event that you face any issues, please contact us at info@safearth.in or harshit@safearth.in.

D. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on the Safearth Platform or in respect to any service constitutes the entire agreement and understanding between you and us and as such governs your use of the Safearth PMT, superseding any prior or contemporaneous agreements,

communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against us.

E. Force Majeure

Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, or governmental action.

F. Notices

We shall use your contact details that we have in our records, in connection with providing you notices, subject to this provision. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the usage of Safearth PMT or Platform, shall be provided as follows: via the account including by posting on our Platform or posting in your account, via text, in-account notification, e-mail, phone, registered mail or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of receipt or 24 hours of delivery. Notices to us shall be provided to SAFEARTH CLEAN TECHNOLOGIES PRIVATE LIMITED to the attention of Mr. Harshit Poddar (Director), at info@safearth.in or harshit@safearth.in or sent to 4-L, Shree Gopal Complex, Court Road, Ranchi, Jharkhand – 834001, India via registered mail.

G. Relationship of the Parties

The relationship between the parties is on a principal to principal basis. Nothing in these terms shall be deemed to constitute either party a partner, director, affiliate, representative, joint venture, agent or legal representative of the other party, or to create any fiduciary, employer-employee, master-servant, agent-principal relationship between the parties.

H. Severability

If any provision of this document shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and each such provision of this document shall be valid and enforceable to the fullest extent permitted by law. In such a case, this document shall be

reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.